

**AGREEMENT**

**BETWEEN**

**THE TOWN OF AMHERST**

**AND**

**AMHERST POLICE LEAGUE**

**MassCOP Local 431**

July 1, 2019 – June 30, 2022



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## **AGREEMENT**

THIS AGREEMENT entered into this 5<sup>th</sup> day of September, 2019 between the Town of Amherst (the "Town") and the Amherst Police League, MassCOP Local 431 (the "Union").

## **PREAMBLE**

The following contract, effective and terminating by and between, respectively, the Town of Amherst, Massachusetts, hereinafter referred to as "The Town" and the Amherst Police League, MassCOP Local 431, hereinafter referred to as the "Union" is designed to promote and maintain a harmonious relationship between the Town and such of its employees who are within the provisions of this contract in order that a more efficient and progressive service may be rendered. Any section of this contract may be opened by mutual consent in writing.

If no agreement on a proposed new contract has been reached by the date of expiration of this contract, then this contract shall continue in full force and effect until a new contract has been reached.

Except as specifically provided otherwise in this Agreement, the Town of Amherst retains full rights of management of the Police Department including all rights it has prior to the signing of this contract except as such rights are specifically relinquished or abridged by this contract. The Chief of Police shall have full authority in the administration of the Department and shall make all rules and regulations for its operation.

All other recognized job benefits heretofore enjoyed by employees will continue unless specifically provided for or abridged by this contract.

The parties agree that this Agreement constitutes the entire contract between them, governing the rates of pay and working conditions of the employees in the bargaining unit during the term hereof and settles all demands and issues on all matters subject to collective bargaining including any demands made by the Union during negotiations.

Except as specifically provided otherwise in this Agreement, the Union expressly waives the right during the terms of this Agreement to demand, discuss or negotiate upon any subject matter, whether or not such subject matter is specifically contained in this Agreement or whether such subject matter has or has not been raised to discuss by either party during negotiations leading up to the execution of this Agreement.

## **ARTICLE I - RECOGNITION**

### **Section 1.01**

The Town recognizes the Union as the sole and exclusive bargaining agent, for the purposes of establishing wages, hours and conditions of employment, for all permanent, full-time sworn employees of the Police Department excluding the Chief of Police, Deputy Chief, Captains, Lieutenants, Sergeants, Community Service Officers, Special Police Officers, Emergency Dispatchers (civilian) and all part-time employees (those scheduled to work an average of twenty (20) hours or less per week or less than fifty-two (52) weeks in a calendar year).

## **Section 1.02**

A maximum of four (4) members of the Union shall be granted leave from duty with full pay for the purpose of attending all meetings between the Town and the Union to negotiate a contract. A list of Union representatives shall be furnished to the Town after designation and requires the Union to notify the Employer of any change.

## **ARTICLE II - SENIORITY**

### **Section 2.01 Definition**

Seniority shall, for the purpose of this Agreement, consist of the length of accumulated service of each employee since the last date of hire by the Town in a position covered by this Agreement.

### **Section 2.02 Application**

In the application of seniority, vacations, selection, layoffs and recall, the determining factor shall be seniority. When applying the principle of seniority, the Town's decision shall be made in good faith and its actions shall not be arbitrary or capricious.

### **Section 2.03 Probationary Period**

All new employees shall be considered probationary employees until they complete a probationary period of twelve (12) months from the date the employee graduates from the academy. During the probationary period, his/her employment may be terminated at the discretion of the Town at any time.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall gain the right to Union representation and shall acquire seniority which shall be retroactive to his/her last date of hire with the Town in a position covered by this Agreement.

### **Section 2.04 Seniority Roster**

The Chief of Police shall maintain, post and keep current a seniority roster noting date of hire, and current position. Any objection to the seniority roster as posted shall be reported in writing to the Chief of Police within fifteen (15) workdays of the date of posting of the seniority roster or the roster shall stand approved as posted. The Union shall be provided with a copy of the seniority roster on or before January 1 of each year. Employees with the same continuous length of service shall be placed on the seniority list in the order that their names appeared on the examination list. If the situation is still not resolved, seniority shall be determined by lot.

### **Section 2.05 Termination of Seniority**

Seniority and the employment relationship shall be terminated when an employee:

- a. resigns; or
- b. is discharged for just cause; or
- c. retires.

## **Section 2.06 Layoff and Recall**

The Town in its discretion shall determine whether layoffs are necessary. In the event of a reduction in the working force, employees shall be laid off in accordance with their seniority.

Employees who are laid off shall be placed on a recall list for a period of one (1) year. Annually thereafter, the recall list will be reviewed and the persons thereon will be inquired of as to whether they desire to stay on a recall list; they will be allowed to stay thereon for a maximum of three (3) years if, in the opinion of the Chief of Police, they are qualified to perform the work for which they would be eligible to be recalled. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided in the opinion of the Chief of Police they are presently qualified to perform the work for which they are eligible to be recalled.

The Town shall not hire new employees in bargaining unit positions as long as there are still employees on the recall list who are presently qualified to perform the work and are willing to be recalled.

Employees who are eligible for recall shall be given fourteen (14) calendar days notice of recall and notice of recall shall be sent to the employee by certified mail with a copy to the Union, provided that the employee must notify the Chief of Police of his/her intention to return within three (3) days after receiving notice of recall. The Town shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Chief of Police with his/her latest mailing address.

## **Section 2.07 Shift Assignments**

The department work schedule (tours of duty) can be established annually or semi-annually at the discretion of the Chief of Police, subject to departmental needs.

Approximately two (2) months prior to establishing a new work schedule, officers shall be notified of said change and be allowed to request their choice of tour of duty on forms provided by the Chief of Police. Said forms will include, but not be limited to, tours of duty available and the hours of duty for each tour of duty. The Chief of Police will consider all requests submitted, each officer's seniority, each officer's personal hardships that are brought to his/her attention, and the efficiency of the department before making tour of duty assignments in the work schedule. The Town agrees that such assignments will not be made in an arbitrary or capricious manner.

The Chief of Police agrees that he/she will consult with officers who are assigned to a tour of duty that they did not request as their first choice before posting of the new work schedule. The new work schedule should be posted approximately one (1) month before its effective date.

The Chief of Police's decision on the assignment of tours of duty in the work schedule is final and not subject to the grievance and arbitration procedure.

## **ARTICLE III - LEAVES**

### **Section 3.01 Funeral Leave**

Employees will be allowed to take up to four (4) working days off with pay should a death occur within the immediate family. These days will be for the purpose of making arrangements, attending wakes, funerals and/or memorial services. For purposes of this section, immediate family shall be defined as the employee's spouse, parents, step parents, grandparents, children, step children, grandchildren, brothers, sisters, mother-in-law, father-in-law and other actual members of the employee's household. One (1) day of bereavement leave will be allowed for the employee to attend the funeral or memorial service of an aunt, uncle, niece, nephew, brother-in-law, or sister-in-law

### **Section 3.02 Parental Leave**

Female employees shall be entitled to maternity leave. The leave shall begin at a time mutually agreed upon by the employee and the Chief of Police. The employee shall be entitled to four (4) weeks of paid maternity leave for the purpose of childbearing and may extend her maternity leave for up to four (4) additional weeks by charging the additional four (4) weeks to accumulated compensatory time, sick leave or vacation.

If the employee wishes to extend her leave for a period exceeding what is allowed above, she may request an unpaid leave of absence of up to one (1) year. This unpaid leave is subject to the provisions of Section 3.04.

A male employee may charge up to four (4) week paternity leave to accumulated compensatory time, sick leave or vacation. The leave shall begin at a time mutually agreed upon by the employee and the Chief of Police.

If the employee wishes to extend his leave for a period exceeding what is allowed above, he may request an unpaid leave of absence of up to one (1) year. This unpaid leave is subject to the provisions of Section 3.04.

### **Section 3.03 Union Leave**

Such officers of the Union and up to three (3) members of the negotiating committee as may be designated by the Union shall be granted leave from duty with full pay for Union business such as attending labor conventions and educational conferences, provided that the total of all such leaves shall not exceed ten (10) working days, in any calendar year. The Union President shall notify the Chief of Police, in writing, listing the employees designated to engage in such Union business, and specifying the purpose, location, and length of such meetings. Such notification shall be made at least three (3) days prior to the absence.

### **Section 3.04 Discretionary Leave**

The Town Manager may grant leaves of absence without pay for periods up to one (1) year in duration if in his/her opinion the service of the Town will not suffer and/or when a suitable temporary employee is available.

### **Section 3.05 Leave for Illness or Injury**

In the event an employee is unable to work by reason of illness or injury and has exhausted other accumulated leave (i.e., sick leave, compensatory leave, vacation leave) the Town may grant a leave of absence without pay during which



time seniority shall not accrue for so long as the employee is unable to work. In the event of a work-related injury compensable under Police-Fire Indemnification, the employee shall accrue seniority and all other benefits as set out in M.G.L. c. 41, Section 111F and M.G.L. c. 41, Section 100.

Before returning from a leave of absence for injury, or during such leave, the employee, at the discretion of the Town, may be required to have a physical examination at the expense of the Town by a doctor designated by the Town to determine the employee's capacity to perform work assigned.

### **Section 3.06 Military Leave**

Members of the bargaining unit shall be entitled to a leave of absence during the time of the employees' compulsory services in the armed forces of the Commonwealth or during compulsory annual tours of duty not exceeding seventeen (17) days as provided in Chapter 33, Section 59 of the General Laws as members of reserve components of the armed forces of the United States, and shall receive their ordinary remuneration therefor. Employees shall also be entitled to the same leave of absence or vacation with pay given to other like employees. Employees must present a copy of the employees' military orders to the Chief of Police for inspection. Employees returning to Town service within ninety (90) days after military discharge shall not lose seniority standing.

### **Section 3.07 Personal Leave**

All members of the bargaining unit shall be eligible for a maximum of three (3) paid Personal Leave days during the fiscal year. In the first year of hire, allocation of personal days shall be prorated as follows: Hired July 1- October 31 = 3 personal days; November 1-February 29 = 2 personal days; March 1-June 30 = 1 personal day. The use of personal leave is a privilege, rather than a right. As such, an employee wishing to take a Personal Leave day shall request the leave from the Chief of Police at least forty-eight (48) hours in advance except in emergencies.

Personal Leave days shall not be used to extend an employee's vacation nor be granted for use on a holiday as designated in Section 9.01.

Employees may carry forward up to one (1) unused personal day into the next fiscal year for a total not to exceed four (4) days. Any days in excess of four (4) shall be forfeited.

## **ARTICLE IV - UNIFORMS AND EQUIPMENT**

### **Section 4.01**

The Town of Amherst shall supply the members of the force with any equipment necessary to perform their duty and shall replace and repair the equipment as necessary. Each member will be equally, adequately, and impartially equipped as specified by the Chief of Police.

### **Section 4.02**

The Town of Amherst will pay for the cleaning of uniforms of regular police officers at an establishment of the Town's choice to a maximum of two hundred dollars (\$200) per officer, per calendar year.

### **Section 4.03**

All uniform and equipment articles remain the property of the Town.

## **ARTICLE V - HOURS OF DUTY**

### **Section 5.01 Application of this Article**

This article is intended to be in force and effect upon the signing of this contract.

### **Section 5.02 Normal Workweek and Workday**

The normal workweek shall consist of four (4) consecutive eight (8) hour days followed by two (2) consecutive days off. Except as provided elsewhere in this Agreement, the normal workweek shall be forty (40) hours per week. In addition, as part of the normal workweek, police officers are required to report for duty fifteen (15) minutes prior to their normal work shift.

For administrative and special assignment purposes the Chief of Police may assign certain officers to a five (5) day week, eight (8) hours per day workweek followed by two (2) consecutive days off, but such assignment shall not jeopardize the intent to operate the Department on the basic four and two (4 & 2) workweek described above.

### **Section 5.03**

It is agreed that there will be minimum of fifty-six (56) hours between the end of an employee's last workweek and the beginning of his next workweek. It is further agreed that employees may be required to work a "short day" [eight (8) hours between work shifts], so called in that they would only have eight (8) hours off between their middle two (2) work shifts.

### **Section 5.04 Training**

When so ordered by the Chief of Police, attendance at schools and other courses of instruction shall be considered as part of the regular weekly work schedule. However, when ordered to attend schools or courses of instruction in conjunction with having to work his/her normal schedule, he/she shall be compensated at his/her overtime rate. Scheduled in-service training period within the Department shall be compensated for at the overtime rate.

### **Section 5.05 Interchange of Work Hours**

Each member of the Bargaining Unit may be granted an interchange of work hours (swap) for a day in which he/she is able to secure another employee to work in his/her place, subject to the following provisions:

- A. A request signed by both officers is filed in person with the Chief of Police, or his/her designee, at least three (3) days [seventy-two (72) hours] before the swap is to take place. Said request will indicate the dates and shift of both the initial swap and the payback swap.
- B. Neither the Town nor the Chief of Police is held responsible for enforcing any agreements between employees.
- C. Such swap shall not impose any additional cost to the Town with regard to salaries or payment of wages.

D. Each officer will be allowed no more than three (3) swaps per month. The Chief of Police, at his discretion, may grant more than three (3) days per month.

The Chief of Police, or his/her designee, shall have the right to allow or disallow a swap.

It shall be the responsibility of those officers who are participating in the swap to perform the work and complete the exchange subject to the provisions of the collective bargaining contract.

## **ARTICLE VI - OVERTIME**

### **Section 6.01 Application of This Article**

This Article is intended only as a basis for calculating overtime payments as set out in Article 16 hereafter.

### **Section 6.02 Overtime Premium**

Officer overtime shall be paid at his/her overtime rate if the officer is required to work on his/her regularly scheduled day off or is required to work additional time beyond his/her regular shift, except as noted below. If an officer is required to work additional hours in sequence with his/her normal tour of duty, he/she shall be compensated for the additional time worked at his/her overtime rate but the three (3) hour minimum shall not apply. No added overtime compensation shall be paid for twenty (20) minutes after the completion of the normal work shift. Overtime shall commence after the twenty (20) minute lag time is completed.

Overtime pay will be received for any required work beyond the twenty (20) minute lag-time. Said overtime will be compensated at the overtime rate, and a full hour's compensation will be paid for any fraction of an hour worked beyond said lag-times. All additional hours worked beyond the lag-time will be compensated in the same manner.

### **Section 6.03 Call Back Pay**

An employee called back to work outside of his/her normal scheduled work shift shall receive a minimum of three (3) hours pay at his/her overtime rate unless the time extends into his regular work shift.

### **Section 6.04 Additional Duty**

Officers may be allowed to work in excess of their regularly scheduled shift. Officers may be allowed to work double shifts but no officer will be allowed to work more than sixteen (16) hours in a twenty-four (24) hour period. Officers who are scheduled or volunteer to work additional duty in the twenty-four (24) hour period, will not also be eligible for a double shift in that twenty-four (24) hour period.

Officers not eligible for a double shift will have the responsibility of so informing the officer who calls and offers them same, so also those officers will not be charged with a refusal.

Notwithstanding any of the foregoing, an officer who accepts a double shift

shall accept as his duty to know his or her personal schedule and sleep requirements and make a reasonable decision as to whether a double shift can be completed without undue fatigue.

#### **Section 6.05 Compensatory Time**

Any officer may request compensatory time off in lieu of payment for hours of overtime worked. The maximum number of compensatory time hours accrued, but not used, may not exceed forty (40) at any period of time. Compensatory days off will not be granted beginning Thursdays at 4:00 P.M. and ending Sundays at 8:00 A.M. during the months of September, October, November, March, April and May. All compensatory time shall be scheduled with the permission and approval of the Chief of Police who may, at his/her discretion, grant an officer more compensatory time and/or time during restricted periods.

An officer may request that previously earned compensatory time be paid in lieu of the previously requested compensatory time. Such monetary compensation will be processed in conjunction with the payroll period following the written request for compensation.

#### **Section 6.06 No Pyramiding**

Compensation shall not be paid more than once for the same hours under any provisions of this Article of Agreement.

#### **Section 6.07 Volunteering Services**

Nothing in this contract prohibits members of the Amherst Police Union from volunteering their services as police officers as authorized by the Chief of Police. It is further understood that while acting in this capacity the officer shall be protected under Article XI and Article XXVII of this contract.

#### **Section 6.08 Extra Duty**

When an officer is assigned to work outside of his/her normal scheduled work shift to assist another Town Department, he/she will be compensated at his/her overtime rate.

#### **Section 6.09 Distribution of Overtime Shifts**

The Department will post on a bulletin board in the station, a record of the distribution of shift replacement and extra shift [eight (8) hours] overtime.

Said record to reflect the date that the overtime shift is offered, the hours that were worked or refused, and the person who offered the overtime. If an officer receives less than sixteen (16) hours notice before the start of the second eight (8) hours of a double shift or less than eight (8) hours notice of a shift on a day off, that officer will not be charged with a refusal. Any officer who accepts the shift within the listed hours will not be charged for working the shift.

When an overtime shift becomes available, the officer with the least number of hours will be contacted first and offered the shift.

The Chief may also replace a Sergeant with a Patrolman provided the following conditions exist:

- A. That at least one officer of rank is already on duty acting as shift commander.
- B. That all Sergeants able to be contacted and offered overtime shift have refused.

The Chief may also replace a Lieutenant with a Patrolman provided the same conditions listed in A through B apply.

Replacement of administrative assignments such as court officer, detective, etc. are not restricted to the rank replacement provisions above.

It is specifically agreed that the purpose of this posting is to distribute overtime shifts fairly and equitably among members of the Bargaining Unit. All shift replacement overtime will be offered to members of the Bargaining Unit (regular officers) first.

#### **Section 6.10 Payment Period**

It is the intent of the Town to pay employees for all overtime hours worked in accordance with Section 6.01 in the next payroll period after overtime hours have been earned.

#### **Section 6.11 Midnight to 8 a.m. Shift**

An employee who is permanently assigned to the midnight to 8:00 a.m. shift and who is ordered after 3:00 a.m. to be held beyond his/her normal work shift for the purpose of last minute replacement to the day shift will be compensated at two (2) times his/her regular work rate. All efforts will be made to fill the vacancy and to follow overtime distribution as described in section 6.09 prior to an officer being ordered to cover said vacancy.

### **ARTICLE VII – OUTSIDE WORK DETAILS**

#### **Section 7.01 Application**

The following provisions shall govern the assignment of extra paid details to police officers where the detail is to be paid for by an outside individual, group, corporation or organization.

#### **Section 7.02 Assignment**

Outside work details will be offered to regular officers first and assignment will be made by the Chief of Police or his representative on a voluntary basis, which assignment will not be arbitrarily, capriciously denied to regular officers. Assignment shall be distributed as evenly as possible among employees in the same classification.

#### **Section 7.03 Rate of Pay**

No persons shall accept an assignment unless the same was made by the Chief of Police or his/her representative and it is agreed that officers work paid details on their off duty time. Outside work details shall be made only when the individual, group, corporation or organization agrees to pay the rate of 120% of the top step of the patrol officer overtime rate.

Details worked over eight (8) hours in one (1) day shall be at time and one-half (1-1/2) the detail rate.

#### **Section 7.04 Minimum Payment**

All outside details regardless of actual length of time, will be compensated by a minimum payment of four hours pay at the rate specified in Section 7.03. For details which are scheduled to exceed four (4) hours, the minimum payment shall be for six (6) hours. For details which are scheduled to exceed six (6) hours, the minimum payment shall be for eight (8) hours. A full hour's compensation will be paid for any fraction of an hour worked beyond eight (8) hours and any fraction of an hour worked beyond all additional hours. Details which are canceled with less than two (2) hours notice prior to the scheduled start time shall incur the minimum payment of four (4) hours.

#### **Section 7.05 Reopener**

Should laws or regulations within the Commonwealth of Massachusetts be amended to eliminate the need for outside work details to be performed by sworn police officers, the Town agrees to reopen negotiations on this Article of the contract.

### **ARTICLE VIII - GRIEVANCE AND ARBITRATION PROCEDURE**

#### **Section 8.01 Definition**

A grievance shall be defined as any difference between the parties to this contract relating to its interpretation, application, or administration including a question as to whether a matter is arbitrable and any question as to whether the suspension or discharge of an employee is for just cause. Should any employee or group of employees feel aggrieved, adjustment shall be sought as follows:

- Step 1. Any employee may, with or without the assistance of the Union Grievance Committee, orally present any grievance to the officer in charge of his/her shift and such grievance shall be presented within fourteen (14) calendar days of the occurrence giving rise to the grievance. The officer in charge shall make a written record of the complaint, which shall be signed by the aggrieved individual. The Supervisor shall then attempt to adjust the matter and shall respond to the employee or the Union Grievance Committee within fourteen (14) calendar days.
- Step 2. If the grievance has not been settled, the Union Grievance Committee shall determine within fourteen (14) days of receipt of the grievance whether to forward the grievance in writing to the Chief of Police. Within fourteen (14) calendar days of the receipt of the grievance, the Chief of Police shall meet with the Grievance Committee and attempt to resolve the same. Within fourteen (14) calendar days of the conclusion of this meeting, the Chief of Police will reply in writing to the Grievance Committee of his meeting with same.
- Step 3. If the grievance is not resolved at Step 2 as set out aforesaid, the Union Grievance Committee shall forward the grievance to the Town Manager within fourteen (14) calendar days after the Chief of Police's response is due. Upon receipt of the grievance, the Town Manager shall schedule a meeting to be held within fourteen (14) calendar days after the Union's response is due at which time there will be an attempt to resolve the grievance. The Town Manager will answer the grievance within fourteen (14) calendar days of the conclusion of this meeting.

Step 4. If the grievance is still unsettled at Step 3 as set out aforesaid, either party may within thirty (30) calendar days after the Town Manager's reply is due, by written notice to the other, request arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Town and the Union within nine (9) calendar days after notice has been given and in the event no such agreement shall be forthcoming within ten (10) calendar days of the notice of submission of the grievance, the moving party shall file a request with the American Arbitration Association to provide a panel of arbitrators from which a selection of an arbitrator agreeable to the parties shall be made.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing by the Town or the Union and shall have no authority to make a decision on any other issue not so submitted to him/her. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented.

The expense of the arbitrator's services and proceedings shall be borne equally by the Employer and the Union. If either party desires a record of the proceeding, it may cause such a record to be made provided it pays for said record and makes copies available without charge to the other party and to the arbitrator.

#### **Section 8.02 Time Limits**

If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limit or a mutually agreed extension between the parties has been reached, it shall be considered settled on the basis of the Town's last answer. If the Town does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at the Step and may immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the Town and the Union representatives involved in each Step.

#### **Section 8.03 Filing By Union**

The Union in accordance with Section 8.01 shall be entitled to submit grievances in the same manner as provided herein for employees, said submissions to begin at Step 2 in the grievance procedure.

### **ARTICLE IX - HOLIDAYS**

#### **Section 9.01 Holidays**

The following are paid holidays for eligible employees whether worked or not.

Christmas Day	Independence Day
New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day

Presidents Day  
Patriots Day  
Memorial Day

Veterans Day  
Thanksgiving Day  
Day after Thanksgiving

### **Section 9.02 Holiday Pay**

The Town shall continue to furnish employees with holiday pay presently furnished under the agreement of the 1960 Town of Amherst Town Meeting pertaining to M.G.L. 147, 17A except that employees who are required to be out of work on sick leave for planned extended periods of time shall be deemed to be on sick leave if such absence is requested a minimum of seven (7) days prior to the date of a holiday. In such cases, the employee shall be charged sick leave for the absence and paid holiday pay. Should an employee become sick within the seven (7) day period, and if the illness continues into the holiday, the Chief of Police, at his/her discretion, may compensate the eligible employee if a voluntary replacement can be found.

The rate of compensation for such paid holidays shall be computed by dividing the weekly rate of compensation for each employee by five (5). Such compensation shall be in addition to regular weekly compensation and shall be payable with all proper deductions made, in two (2) payments, one (1) payment on or about the first Friday of December for holidays July 4, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, day after Thanksgiving; and the second (2nd) payment on or about the last Friday of May for the holidays Christmas, New Year's Day, Martin Luther King Day, Presidents Day, Patriots Day and Memorial Day. If employment of a member terminates for whatever reason, payment for holidays occurring during his employment shall be made to the employee or the employee's estate.

## **ARTICLE X - VACATIONS**

### **Section 10.01**

All personnel covered by this contract who have acquired vacation status as indicated below shall be credited biweekly with earned vacation leave with pay not to exceed the following schedule.

Less than five (5) years completed service, one (1) work day per full calendar month employed.

More than five (5) years completed service, but less than ten (10) years completed service, 3/2 work days per full calendar month employed.

More than ten (10) years completed service, two (2) work days per full calendar month employed.

### **Section 10.02 Eligibility Requirements**

At the discretion of the Chief of Police, probationary employees shall be allowed to take vacation leave during their probationary period.

### **Section 10.03**

An employee requesting use of vacation time shall request such leave in writing at least seven (7) calendar days prior to the leave by giving the request to their immediate supervisor in person. The employee should receive a response to



that request within three (3) days of the request. If the request is not refused within three (3) days of the request, the employee shall consider the request granted. In the case of an emergency, the Chief of Police may waive the seven (7) day requirement. At the discretion of the employee's immediate supervisor, the employee may be allowed to take vacation in a minimum of a four (4) hour block provided it is taken at the start or end of the employee's shift.

#### **Section 10.04 Vacation Accumulation**

Vacation credits in excess of two (2) years "accumulation" shall be transferred to accumulated sick leave. Prior to such transfer an employee will be given a reasonable notice of vacation status. For the purpose of vacation accumulation, a year shall start on the employee's anniversary date and terminate twelve (12) months later.

#### **Section 10.05**

Upon the death of an employee eligible for vacation leave, payment shall be made to the estate or heirs of the deceased for that portion of the vacation accrued prior to death.

#### **Section 10.06**

Employees eligible for vacation leave whose services are terminated by dismissal through no fault or delinquency of their own, by resignation, by retirement, or by entrance into the armed forces, shall be paid for vacation accrued at the time of termination.

#### **Section 10.07**

Absences on account of sickness in excess of that authorized under Article XI or for personal reasons not provided therein may, at the discretion of the Chief of Police, be charged to vacation.

#### **Section 10.08 Separation**

Unless an employee is terminated consistent with the terms of this Agreement (or resigns when offered that opportunity in lieu of termination), he/she shall receive vacation pay for all vacation which he/she is otherwise eligible to take at the time of separation upon separation from employment with the Town, provided the employee gives one (1) month's notice.

### **ARTICLE XI - SICK LEAVE**

#### **Section 11.01 Definition**

Sick leave is defined as time off required by an employee contracting or incurring any non-service connected sickness or disability that renders such employee unable to perform the duties of his/her employment.

#### **Section 11.02 Eligibility Requirements**

Employees covered by this Agreement shall be entitled to sick leave with pay. Leave shall be accrued on a biweekly basis at the rate of 1 ¼ days per month. Sick leave shall be accrued without limit.

#### **Section 11.03**

When an officer finds it necessary to be absent due to sick leave as defined in Section 11.01, the officer shall report the facts to the duty officer in charge at least thirty (30) minutes before scheduled time of the officer's work shift.

Employees may be allowed to utilize sick leave for scheduled medical appointments for a maximum of two (2) hours provided such requests begin at the start of, or the completion of the members shift, with a minimum of 48 hours advance notice and a doctor's notice of appointment. The use of partial shifts may not exceed four (4) times per fiscal year.

For serious illness in the immediate family no more than ten (10) days may be allowed in any one (1) calendar year; such time will be charged to sick leave. Immediate family shall include employee's spouse, children, step-children, parents, step-parents, brothers and sisters, mother-in-law, father-in-law, grandparents, and other relatives who are actual members of the employee's household.

For the protection of the Town, the Chief of Police may require the presentation of a doctor's certificate in connection with a claim for sick leave, and may, if it is deemed advisable, send a doctor to investigate any absence alleged to be caused by illness.

Subsequent certificates may be required at the discretion of the Chief of Police, before or at the time of returning to work. If such certificate of hospital or doctor's records are not filed with the Chief of Police after request therefor, such absence shall not be chargeable to sick leave.

Before returning from a leave of absence for illness, or during such leave, the employee at the discretion of the Town may be required to have a physical examination to determine the employee's capacity to perform work assigned.

Absences on account of sickness in excess of that authorized under this section or for personal reasons not provided therein may, at the discretion of the Department Head, be charged to vacation.

#### **Section 11.04 Sick Leave Incentive**

Those employees who do not use any sick leave during the fiscal year shall be granted an additional eight (8) hours of Flexible Benefit leave. These hours shall not be charged to the employee's leave time. The Chief of Police shall provide a list of employees eligible for this benefit to the Town Accountant in July of each year.

#### **Section 11.05 Sick Leave Buy Back**

All permanent employees who terminate their employment with the Town for any reason other than unsatisfactory performance and who have completed ten (10) full years of employment with the Town prior to their termination date, shall receive a single cash payment for each day of accumulated sick leave according to policies established by the Personnel Board. Upon the death of an employee eligible for sick leave buy back, payment shall be made to the estate.

### **ARTICLE XII - LONGEVITY**

#### **Section 12.01 Eligibility for Longevity Pay**

Employees covered by this Agreement shall be entitled to an annual longevity payment in addition to his/her base salary according to the following schedule.

Each employee, after completion of ten (10) years of accumulated full-time employment, shall be entitled to an annual longevity payment, in addition to the base salary, according to the following formula: The longevity payment which shall be paid on the first payday after the employee's anniversary date, shall be equal to the employee's bi-weekly pay then in effect multiplied by one twentieth (1/20) of the number of years of accumulated full-time employment.

### **ARTICLE XIII - EDUCATIONAL INCENTIVE PAY**

#### **Section 13.01 Application of This Article**

The Town of Amherst endorses the principle of incentive pay for higher education and will work toward the implementation of that principle.

#### **Section 13.02**

The Town of Amherst hereby establishes a Career Incentive Pay Program offering salary increases to regular full-time members of the Police Department for furthering their education in the field of police work.

Educational Incentive Pay authorized by this section shall be granted by the following percentages which are calculated on the employee's base pay as contained in Article XVI, Compensation:

- Associate Degree 10%
- Baccalaureate Degree 20%
- Master Degree 25%

Members of the Bargaining Unit will be required to submit their transcripts from an accredited college or university to the Chief of Police on or before August 15, of each fiscal year. Payment under this Section will be made on or about October 1 and April 1 of each year.

Specifically the amount of salary increase received by members of the Bargaining Unit under this section of the contract will be treated as part of their salary for determining the amount of pension upon retirement and the amount of group life insurance to which they are entitled. Compensation for all other purposes under this collective bargaining contract will be in accordance with the terms and conditions of Article XVI, Compensation, as set out therein.

### **ARTICLE XIV - GROUP LIFE, HEALTH, SURGICAL INSURANCE**

#### **Section 14.01**

Effective July 1, 2008, the Town shall pay 75% of the premiums for Preferred Provider Organization (PPO) plans and 80% of the premiums for Health Maintenance Organization (HMO) plans currently in effect under the Town's health insurance plans for all members of the bargaining unit. The employee premium deduction will normally be made on a biweekly basis.

#### **Section 14.02**

The Town shall appoint the nominee of the Union to the Employees Insurance Advisory Committee. It is agreed that the members of this bargaining unit will receive any and all benefits agreed upon between the Town and the Employees Insurance Advisory Committee at whatever time they are agreed to become effective.

**Section 14.03**

Death in the line of duty benefits shall be covered by the relevant provisions of Chapter 32, Section 100 of the M.G.L., as subsequently amended, and the Hampshire County Retirement System.

**ARTICLE XV - COURT TIME****Section 15.01**

Any member of the Bargaining Unit, while off duty, who is required to appear in court shall be compensated as follows:

Any officer required to appear in court as part of his/her duties following the completion of his/her normal shift shall receive compensation at his/her overtime rate for each hour in attendance thereof but in no case shall he/she receive less than a minimum compensation of four (4) hours. Should the scheduled court time be canceled less than twelve (12) hours prior to the scheduled start time, the officer shall receive a minimum of four (4) hours of compensation. Cancellation notification shall be made by direct contact with the officer and/or by message left at the phone number on file with the department.

**ARTICLE XVI - COMPENSATION****Section 16.01**

The following is compensation for all terms and conditions of this Collective Bargaining Contract, including but not limited to overtime, outside work details, holidays, vacations, sick leave and court time. Wages will be compensated in accordance with this Article, except as otherwise provided for in Article XIII.

The current wage matrix shall be increased by 2% for each of the three years of the 2019-2022 collective bargaining agreement effective July 1, 2019, July 1, 2020, and July 1, 2021.

## FY 20 Wages

2% COLA	Effective July 1, 2019							
Patrol Officer	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Annual	\$ 43,526	\$ 45,815	\$ 48,222	\$ 50,748	\$ 53,414	\$ 56,216	\$ 59,169	\$ 62,275
Biweekly	\$1,674.09	\$1,762.13	\$1,854.67	\$1,951.85	\$2,054.40	\$2,162.16	\$2,275.74	\$2,395.20
Daily	\$ 167.41	\$ 176.21	\$ 185.47	\$ 195.18	\$ 205.44	\$ 216.22	\$ 227.57	\$ 239.52
Hourly	\$ 20.93	\$ 22.03	\$ 23.18	\$ 24.40	\$ 25.68	\$ 27.03	\$ 28.45	\$ 29.94
Overtime	\$ 31.39	\$ 33.04	\$ 34.78	\$ 36.60	\$ 38.52	\$ 40.54	\$ 42.67	\$ 44.91
<b>Detective I</b>								
Annual	\$ 47,883	\$ 50,397	\$ 53,045	\$ 55,828	\$ 58,760	\$ 61,846	\$ 65,092	\$ 68,507
Biweekly	\$1,841.65	\$1,938.35	\$2,040.20	\$2,147.22	\$2,260.01	\$2,378.68	\$2,503.55	\$2,634.90
Daily	\$ 184.16	\$ 193.84	\$ 204.02	\$ 214.72	\$ 226.00	\$ 237.87	\$ 250.36	\$ 263.49
Hourly	\$ 23.02	\$ 24.23	\$ 25.50	\$ 26.84	\$ 28.25	\$ 29.73	\$ 31.29	\$ 32.94
Overtime	\$ 34.53	\$ 36.34	\$ 38.25	\$ 40.26	\$ 42.38	\$ 44.60	\$ 46.94	\$ 49.40
<b>Detective II</b>								
Annual	\$ 45,708	\$ 48,108	\$ 50,631	\$ 53,289	\$ 56,088	\$ 59,035	\$ 62,132	\$ 65,392
Biweekly	\$1,758.01	\$1,850.32	\$1,947.34	\$2,049.57	\$2,157.22	\$2,270.56	\$2,389.70	\$2,515.08
Daily	\$ 175.80	\$ 185.03	\$ 194.73	\$ 204.96	\$ 215.72	\$ 227.06	\$ 238.97	\$ 251.51
Hourly	\$ 21.98	\$ 23.13	\$ 24.34	\$ 25.62	\$ 26.97	\$ 28.38	\$ 29.87	\$ 31.44
Overtime	\$ 32.96	\$ 34.69	\$ 36.51	\$ 38.43	\$ 40.45	\$ 42.57	\$ 44.81	\$ 47.16

Outside Work Detail Rate: \$53.89

## FY 21 Wages

2% COLA	Effective July 1, 2020							
Patrol Officer	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Annual	\$ 44,397	\$ 46,732	\$ 49,186	\$ 51,763	\$ 54,483	\$ 57,341	\$ 60,353	\$ 63,521
Biweekly	\$1,707.58	\$1,797.37	\$1,891.77	\$1,990.89	\$2,095.49	\$2,205.41	\$2,321.25	\$2,443.10
Daily	\$ 170.76	\$ 179.74	\$ 189.18	\$ 199.09	\$ 209.55	\$ 220.54	\$ 232.13	\$ 244.31
Hourly	\$ 21.34	\$ 22.47	\$ 23.65	\$ 24.89	\$ 26.19	\$ 27.57	\$ 29.02	\$ 30.54
Overtime	\$ 32.02	\$ 33.70	\$ 35.47	\$ 37.33	\$ 39.29	\$ 41.35	\$ 43.52	\$ 45.81
<b>Detective I</b>								
Annual	\$ 48,841	\$ 51,405	\$ 54,106	\$ 56,944	\$ 59,935	\$ 63,083	\$ 66,394	\$ 69,877
Biweekly	\$1,878.48	\$1,977.12	\$2,081.00	\$2,190.16	\$2,305.21	\$2,426.25	\$2,553.62	\$2,687.59
Daily	\$ 187.85	\$ 197.71	\$ 208.10	\$ 219.02	\$ 230.52	\$ 242.63	\$ 255.36	\$ 268.76
Hourly	\$ 23.48	\$ 24.71	\$ 26.01	\$ 27.38	\$ 28.82	\$ 30.33	\$ 31.92	\$ 33.59
Overtime	\$ 35.22	\$ 37.07	\$ 39.02	\$ 41.07	\$ 43.22	\$ 45.49	\$ 47.88	\$ 50.39
<b>Detective II</b>								
Annual	\$ 46,622	\$ 49,070	\$ 51,643	\$ 54,355	\$ 57,210	\$ 60,215	\$ 63,375	\$ 66,700
Biweekly	\$1,793.17	\$1,887.33	\$1,986.28	\$2,090.56	\$2,200.37	\$2,315.97	\$2,437.50	\$2,565.39
Daily	\$ 179.32	\$ 188.73	\$ 198.63	\$ 209.06	\$ 220.04	\$ 231.60	\$ 243.75	\$ 256.54
Hourly	\$ 22.41	\$ 23.59	\$ 24.83	\$ 26.13	\$ 27.50	\$ 28.95	\$ 30.47	\$ 32.07
Overtime	\$ 33.62	\$ 35.39	\$ 37.24	\$ 39.20	\$ 41.26	\$ 43.42	\$ 45.70	\$ 48.10

Outside Work Detail Rate: \$54.97

FY 22 Wages								
2% COLA	Effective July 1, 2021							
Patrol Officer	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Annual	\$ 45,285	\$ 47,666	\$ 50,170	\$ 52,798	\$ 55,572	\$ 58,487	\$ 61,560	\$ 64,791
Biweekly	\$1,741.73	\$1,833.32	\$1,929.60	\$2,030.70	\$2,137.40	\$2,249.52	\$2,367.68	\$2,491.96
Daily	\$ 174.17	\$ 183.33	\$ 192.96	\$ 203.07	\$ 213.74	\$ 224.95	\$ 236.77	\$ 249.20
Hourly	\$ 21.77	\$ 22.92	\$ 24.12	\$ 25.38	\$ 26.72	\$ 28.12	\$ 29.60	\$ 31.15
Overtime	\$ 32.66	\$ 34.37	\$ 36.18	\$ 38.08	\$ 40.08	\$ 42.18	\$ 44.39	\$ 46.72
Detective I	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Annual	\$ 49,817	\$ 52,433	\$ 55,188	\$ 58,083	\$ 61,134	\$ 64,344	\$ 67,722	\$ 71,275
Biweekly	\$1,916.05	\$2,016.66	\$2,122.62	\$2,233.97	\$2,351.31	\$2,474.78	\$2,604.69	\$2,741.35
Daily	\$ 191.61	\$ 201.67	\$ 212.26	\$ 223.40	\$ 235.13	\$ 247.48	\$ 260.47	\$ 274.13
Hourly	\$ 23.95	\$ 25.21	\$ 26.53	\$ 27.92	\$ 29.39	\$ 30.93	\$ 32.56	\$ 34.27
Overtime	\$ 35.93	\$ 37.81	\$ 39.80	\$ 41.89	\$ 44.09	\$ 46.40	\$ 48.84	\$ 51.40
Detective II	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Annual	\$ 47,555	\$ 50,052	\$ 52,676	\$ 55,442	\$ 58,354	\$ 61,420	\$ 64,642	\$ 68,034
Biweekly	\$1,829.03	\$1,925.07	\$2,026.01	\$2,132.38	\$2,244.37	\$2,362.29	\$2,486.25	\$2,616.69
Daily	\$ 182.90	\$ 192.51	\$ 202.60	\$ 213.24	\$ 224.44	\$ 236.23	\$ 248.62	\$ 261.67
Hourly	\$ 22.86	\$ 24.06	\$ 25.33	\$ 26.65	\$ 28.05	\$ 29.53	\$ 31.08	\$ 32.71
Overtime	\$ 34.29	\$ 36.10	\$ 37.99	\$ 39.98	\$ 42.08	\$ 44.29	\$ 46.62	\$ 49.06
Outside Work Detail Rate: \$56.07								

## **Section 16.02**

Effective January 1, 2012, all new hires will start at Step 2 of the scale in effect at the time of their hire.

## **Section 16.03**

Effective July 1, 2013, all members of the bargaining unit shall have direct deposit of all compensation with electronic notification of their pay and deductions.

## **Section 16.04 Special Incidents/Medical Response Stipend**

Effective July 1 2017, all members of the bargaining unit shall receive an annual payment of One Thousand Dollars, (\$1,000.00). Effective July 1, 2018, the annual payment shall be One Thousand Two Hundred Fifty Dollars (\$1,250.00). Such payment shall be made on or about September 1 of each year. Payment shall be in recognition of mutual aid duties associated with special incidents, including but not limited to potentially riotous situations; and in recognition of mandated medical training and responses including but not limited to the administration of drugs such as Naloxone (Narcan).

## **ARTICLE XVII - SHIFT DIFFERENTIAL**

### **Section 17.01**

Effective July 1, 2013, all employees covered by this Agreement who are regularly scheduled to work between 4:00 P.M. and 8:00 A.M. will be paid a shift differential of 4% of the employee's hourly rate.

## **ARTICLE XVIII - APPOINTMENTS AND PROMOTIONS**

### **Section 18.01**

The Amherst Police Department will include within its organization the following ranks (position classifications):

- a. Captain
- b. Lieutenant
- c. Sergeant
- d. Patrol Officer

### **Section 18.02**

For the purpose of this Article, a vacancy is created when the Town determines to increase the workforce and to fill a new position(s) or when the Town determines to replace a previous incumbent(s)' position.

### **Section 18.03 Filling Vacancy**

In the event a vacancy is determined, the Town shall initiate the hiring process within ninety (90) days and fill the position within one hundred eighty (180) days. The Chief of Police shall attempt to maintain the authorized strength of the department, and such staffing shall be shown on the work schedule.

- A. A separate selection process will be held for each vacant position classification, i.e., rank.
- B. The highest rank position classification will be filled before the next vacant rank is filled.
- C. An organizational chart illustrating the organization of the Police Department will serve to determine the existence of vacancies at any rank within the organization.
- D. There shall be at least six (6) promotional vacancies between the rank of Police Officer and Chief.
- E. The Town agrees to meet with the Chief and Union President to inform and discuss any promotional appointment procedure for the purpose of establishing the calendar and clarifying the procedures in accordance with this Article.

### **Section 18.04 Promotion Eligibility**

Any officer in the Amherst Police Department with at least three (3) years of continuous service from initial permanent appointment as a full time police officer in the department is eligible for the position of Sergeant.

### **Section 18.05 Promotional Procedures**

Promotions covered by this agreement will be made only on the basis of the following procedures unless agreed upon by the Town and the Union:

- A. The Town agrees to inform the Union through notice of vacancy(s) posted on bulletin boards in each of the work stations stated in Article XXXI (Miscellaneous Provisions) for five (5) calendar days. Such notice shall include the position, classification, rate of pay for the position, procedure and calendar for filling the vacancy(s).

- B. The written examination will be administered by the Town Manager or his/her designated representative.
- C. The written examination will be a standardized(s) test, approximating the position, classification, developed by a reputable testing organization.
1. Sixty (60) days prior to the written examination, official notice of the time and place of the examination will be posted and the notice shall be directed to the President of the Amherst Police Union. The notice will include a list of source material that might be useful for review by candidates prior to taking the examination. In addition, subjects to be covered in the exam will be provided.
  2. The results of the written examination will be posted within twenty-one (21) days of the examination.
  3. The "closing date" for eligibility for promotion under this agreement will be forty-eight (48) hours prior to the day scheduled for the examination for each position.
  4. "Filing Date": All candidates who intend to take the examination must notify the Town Manager's Office, in writing, of their intention at least twenty-one (21) days prior to the scheduled examination.
- D. Any candidate may appeal the results of an examination to the Town Manager. Such appeals must be in writing and received by the Town Manager no later than five (5) days after the posting of the results of the examination. The Town Manager will reply in writing to the individual requesting such an appeal within three (3) days of the receipt.
- E. The minimum passing score on the written examination shall be established by the testing organization chosen by the Town. In the event that a minimum of five (5) candidates do not pass the written examination, the Town shall determine whether the candidates' scores shall be adjusted to achieve the minimum requirement or a new examination shall be administered to achieve the minimum requirement.
- If there are two vacancies, a minimum of six (6) candidates will be required; if there are three vacancies, a minimum of seven (7) candidates will be required; if there are four vacancies, a minimum of eight (8) candidates will be required and so on.
- F. Seniority Credits - Seniority credits are awarded as follows:
1. Interview eligibility - one (1) point for each year of full time salaried service as a police officer up to ten (10) years.
  2. Appointment scoring procedures - 1% for each year of salaried service as a police officer up to 10%.
- G. Interview Eligibility List - The interview eligibility list will be determined by adding to the written score of each candidate their seniority credits as



indicated above. The cumulative score (examination score plus seniority credits) will determine a candidate's placement on the interview eligibility list. The five (5) candidates with the highest score on the interview eligibility list will be interviewed by the Police Chief and the Town Manager.

If there are two vacancies, the top six (6) candidates will be interviewed; if there are three vacancies, the top seven (7) candidates will be interviewed; if there are four vacancies, the top eight (8) candidates will be interviewed and so on.

H. Scoring Procedures

Written examination	60% of total score
Record of Service (Chief's recommendation)	20% (maximum)
Town Manager's recommendation	10% (maximum)
Seniority Credits	10% (1% for each year of salaried service to 10 years)
Medical examination	Pass/fail
Total Score Possible	100%

- I. Highest Score Appointment - The candidate(s) with the highest score(s) (as indicated in Section H. Scoring Procedures) will be appointed to the vacant position(s).

**ARTICLE XIX - RESIDENCY REQUIREMENTS**

**Section 19.01 Requirements**

It is the policy of the Town of Amherst to encourage its Police Officers to reside within the limits of the Town to further their professional relationship with the public they serve; however, the regular Police Officers may reside outside the Town, provided that they reside within fifteen miles of the limits of the Town.

**ARTICLE XX - WORKING CONDITIONS**

**Section 20.01 Police Vehicles**

All cruisers shall be equipped with air conditioning. The Town agrees to maintain all police vehicles in a safe operating condition in accordance with State of Massachusetts vehicle regulations. In addition, the Town will continue to pursue a vigorous maintenance program.

**Section 20.02**

If an employee has justifiable reason to believe that his/her safety and health are in danger due to an alleged unsafe working condition, or alleged unsafe equipment, he/she shall inform his/her supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job should be shut down.

**Section 20.03 Grievances**

A grievance involving an alleged violation of this Article may be submitted directly to Step 2 of the grievance procedure and a grievance hearing shall be promptly scheduled.

## **ARTICLE XXI - OUT OF GRADE COMPENSATION**

### **Section 21.01 Acting Shift Commander**

Effective July 1, 2008 and in accordance with the Department's rules and regulations when a patrolman is assigned the duties and responsibilities of a shift commander on patrol, the officer will be compensated at an added rate of \$15.00/shift.

## **ARTICLE XXII - NON-DISCRIMINATION**

### **Section 22.01**

Neither the Town nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate applicable laws because of race, color, religious creed, national origin, sex, sexual orientation, genetic information, ancestry of any individual or handicap.

### **Section 22.02**

Neither the Town nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

### **Section 22.03**

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit set forth herein fairly. The Union shall indemnify and hold harmless the Town against any claim, demand suit or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the Union with respect to its responsibility to provide fair representation.

## **ARTICLE XXIII - EMPLOYEE DISCIPLINE**

### **Section 23.01 Employee Discipline**

The Town agrees that an allegation of arbitrary or capricious application of its rules and regulations shall be subject to the grievance procedure. The Town shall not discipline or discharge any post-probationary employee without just cause. The Town further agrees that disciplinary action shall be in a timely fashion.

Any record of discipline older than one (1) year from the date issued shall not be used or considered in future discipline.

## **ARTICLE XXIV - LABOR-MANAGEMENT SAFETY MEETINGS**

### **Section 24.01**

Representatives of the Union, not to exceed three (3) in number, and of the Town, shall meet quarterly at mutually agreed upon times to discuss matters of mutual concern relating to issues of safety and health. More frequent meetings may be held upon mutual agreement. Each party shall prepare and submit an agenda to the other party one (1) week prior to the scheduled meeting.

## **ARTICLE XXV - POLICE AGENT PROGRAM**

### **Section 25.01**

Participation in the Police Agent Program shall be voluntary. Such compensation as is awarded for participating as a Police Agent shall not fall within the purview of this contract, and shall not be considered part of the base salary of the police officer. Effective July 1, 2019, the compensation for an employee designated as Police Agent by the Chief of Police shall be \$35 per shift. It is understood that the Police Agent Program may be used for Field Training Officer(s).

## **ARTICLE XXVI - PHYSICAL FITNESS PROGRAM**

### **Section 26.01**

The Town and the Police Union agree to the importance of physical fitness. A joint committee will be appointed to develop a voluntary physical fitness program. The committee will consist of no more than three (3) representatives from the Union or the Town.

## **ARTICLE XXVII - PROFESSIONAL LIABILITY INSURANCE**

### **Section 27.01 Application**

The Town of Amherst will provide professional liability indemnification for regular police officers at the level of benefits in effect on January 1, 1974, as follows:

\$250,000 per occurrence;

\$500,000 per incident.

## **ARTICLE XXVIII - MANAGEMENT RIGHTS**

### **Section 28.01 Management Rights**

Except as specifically limited by the express provisions of this Agreement, the Town retains traditional rights to manage and direct the affairs of the Town in all of its various aspects and to manage and direct its employees including but not limited to the following: to plan, direct, control and determine all the operations and services of the Town; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization, and number of personnel by which such operations and services shall be made or purchased; to make and enforce reasonable rules and regulations; to discipline, suspend, or to discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

The foregoing enumeration of management's rights shall not be deemed to exclude other rights of management not specifically set forth, the Town, therefore, retains all rights not otherwise specifically restricted by this Agreement. The Chief of Police of the Department shall have full authority in the administration of the Department and shall make all rules and regulations for its operation.

## **ARTICLE XXIX - DUES CHECKOFF**

### **Section 29.01**

While this Agreement is in effect, the Town will deduct once each month regular monthly Union (dues) of each employee in the bargaining unit for whom there is on file with the Town a voluntary, effective check-off authorization in the form set forth in Appendix A to this Agreement. The amounts so deducted shall be forwarded each calendar month to the appropriate officer of the Union, together with a list of names (and amounts) for who deductions have been made. If the employee has no earnings due for that paycheck, the Union shall be responsible for collecting said dues. The Union will give the town thirty (30) days' notice of any change in the amount of uniform dues to be deducted.

### **Section 29.02 Union Indemnification**

The Union shall indemnify, defend and save the Town harmless against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Town in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

## **ARTICLE XXX - NO STRIKE CLAUSE**

### **Section 30.01**

During the term of this Agreement the parties hereto agree that there shall be no strikes of any kind whatsoever; work stoppages; withholding of services; slow-downs; or interference or interruption with the production or operations of the Town by any employees or the Union.

Nor shall there be any strike or interruption or work during the term of this Agreement because of any disputes or disagreements between any other persons (or other employers or unions) who are not signatory parties to this Agreement. Employees who violate this provision shall be subject to disciplinary action, including discharge; and any claim by either party against the other of a violation of this article shall be subject to arbitration as provided for under Article 8 of this Agreement.

## **ARTICLE XXXI - MISCELLANEOUS PROVISIONS**

### **Section 31.01 Union Bulletin Boards**

The Town will make available appropriate space for the posting of official Union notices of a non-political, non-inflammatory nature in the Police Department, Town Hall. The Union will limit the posting of Union notices to such bulletin board.

### **Section 31.02 Printing of the Agreement**

The Town shall be responsible for the printing of this Agreement and shall provide the Union an opportunity to proof the Agreement prior to printing.

### **Section 31.03 Station Officer**

The Town agrees that it is their intent to have a police officer in the station at all times.

### **Section 31.04 Career Development Program**

Each member of the bargaining unit will participate in the Career Development Program. The self-assessment and meetings will take place annually. See Appendix B for the procedure and forms to be used.

### **Section 31.05 Flexible Benefit Plan**

Effective July 1, 1995 members of this bargaining unit will be eligible to participate in the Town Flexible Benefits Plan.

### **Section 31.06 Academy Fee**

After the completion of five (5) years of continuous service with the Amherst Police Department, the employee shall be reimbursed the fees he or she paid in conjunction with attendance at the Massachusetts Criminal Justice Training Academy recruitment training academy. For those employees hired on or after July 1, 2016, the Town shall reimburse only those members who attended the Massachusetts Criminal Justice Training Academy recruitment training academy after being hired by the Town of Amherst.

## **ARTICLE XXXII - SAVINGS CLAUSE**

### **Section 32.01**

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated provision.


## **ARTICLE XXXIII - DURATION**

### **Section 33.01**

This Agreement shall be effective as of the first day of July, 2019 and shall remain in full force and effect until the Thirtieth day of June 2022. In the event that negotiations on a successor contract are not completed prior to June 30, 2022, then the terms of this contract shall remain in full force and effect until a successor contract is negotiated and ratified.

FOR: TOWN OF AMHERST

s/   
Town Manager

s/   
Chief of Police

s/   
Human Resources Director

FOR: AMHERST POLICE LEAGUE

s/   
President

s/   
Negotiating Committee

s/ \_\_\_\_\_  
Negotiating Committee

## **APPENDIX A**

### **AUTHORIZATION FOR PAYROLL DEDUCTION FOR UNION DUES**

Form shall be as follows:

By \_\_\_\_\_  
LAST NAME FIRST NAME MIDDLE NAME

To \_\_\_\_\_  
EMPLOYER DATE

I hereby authorize the Town of Amherst to deduct from my pay the uniform union dues of the Amherst Police Union, and remit said amounts to the Union. I understand that I may cancel this authorization at any time.

Signed \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_



## **APPENDIX B**

### **AMHERST POLICE DEPARTMENT** **CAREER DEVELOPMENT PROGRAM GUIDELINES**

- I. The purpose and objectives of the Amherst Police Department Career Development Program are outlined as follows:
  - A. to enable all officers to have a clear understanding of their role and what is expected of them in attaining department goals as enumerated in the department's Rules and Regulations Manual;
  - B. to furnish all officers with the opportunity to meet with their supervisors in order to discuss their work performance, the areas where improvement is needed, and how that improvement may be gained;
  - C. to enable all officers to receive recognition for their accomplishments and to obtain direction and guidance for enhancing their skills and capabilities;
  - D. to enable officers to prepare themselves for accepting positions of greater responsibility;
  - E. to assist in determining potential for promotion and advancement;
  - F. to assist in measuring department progress toward the achievement of its objectives;
  - G. to acquire information for stimulating and guiding administrative planning within the department;
  - H. to provide for the assignment of personnel;
  - I. to identify future training needs and requirements;
  - J. to check on recruitment and selection procedures.
- II. The program must be built on mutual trust, confidence, and respect. Expectations must be reasonable and attainable.

Supervisory and command officers must set the example for the rest of the department.
- III. The process must be thoroughly explained in advance to every officer, as lack of knowledge and understanding can damage the program very quickly. All levels of personnel should be involved in the development and planning process with final approval of the form and content of the program under the control of the chief.
  - A. Every officer will annually review their own duty performance and report their self-appraisal to their supervisor on department forms provided for this purpose. This report should reflect an honest personal audit of the officer's own capabilities.

- B. In preparing their self-assessment, an officer should make their review on the basis of his/her perception of the attributes, professional qualities, and work performance of other Amherst police officers. An Amherst police officer is acknowledged to be a very qualified and professional officer. Personal assessments should be based on that standard.
  - C. The supervisor will review each report with the individual officer concerned and indicate and discuss those areas of mutual agreement as well as those where there may be points of difference. Sufficient time should be devoted to each of these interviews; with interruptions avoid or kept to a minimum.
  - D. The supervisor will prepare the Interview with Immediate Supervisor page and discuss any recommendations with the officer. The officer and supervisor will sign the page. A page is provided for use by the officer if he/she wishes to rebut any statement by the supervisor. This page should, also, be used when the officer wishes to speak with the next level of supervision or appeal the observations of the immediate supervisor. The officer and supervisor will sign this page when used.
  - E. At this time the officer will select the area or areas where development is desired. For example, if the officer determines that he/she is deficient in report writing, he/she may be provided with special instruction with the objective of upgrading these skills prior to the next review period. These determinations will be noted on the Interview with Immediate Supervisor page.
  - F. Additionally, each officer will be provided with an opportunity to discuss their report privately with the next level of supervision.
  - G. Supervisory and command officers will similarly make their own personal reports for submission to their immediate supervisor. They will have the opportunity to meet personally with the next supervisory level.
  - H. The Career Development Program may reveal that some officers have unused talents that can be developed or enhanced for the benefit of the department.
  - I. Career Development should be a continuous process and should not begin and end with the annual self-appraisal and interviews. If the program is successful, every officer should feel personally accountable for their own police career.
- IV. Officers or supervisors may appeal the comments on the Interview with Immediate Supervisor page or Officer's Comments page to the Chief of Police for resolution. If not resolved by the Chief, either party may appeal to the Town Manager. The Town Manager has the final authority to resolve the appeal and all parties are bound by his decision.



**AMHERST POLICE DEPARTMENT  
CAREER DEVELOPMENT PROGRAM REPORT**

OFFICER'S NAME: \_\_\_\_\_

POSITION OR TITLE: \_\_\_\_\_

DATE SUBMITTED \_\_\_\_\_

DATE OF INTERVIEW: \_\_\_\_\_

**Standards and Assessments**

**IN PREPARING THIS SELF-ASSESSMENT, AN OFFICER SHOULD MAKE HIS/HER REVIEW ON THE BASIS OF HIS/HER PERCEPTION OF THE ATTRIBUTES, PROFESSIONAL QUALITIES, AND WORK PERFORMANCE OF OTHER AMHERST POLICE OFFICERS. AN AMHERST POLICE OFFICER IS ACKNOWLEDGED TO BE A VERY QUALIFIED AND PROFESSIONAL OFFICER. PERSONAL ASSESSMENTS SHOULD BE BASED ON THAT STANDARD.**

**OUTSTANDING/SATISFACTORY; O/S OUTSTANDING** - consistently surpasses requirements. Reflects clearly exceptional performance.

**SATISFACTORY** - meets or exceeds position criteria. (The officer must provide specific examples in order to indicate "outstanding" performance)

**COULD SHOW IMPROVEMENT; CSI** - This category is designated for constructive criticism. May be used along with outstanding or satisfactory ratings. Officers should make reference to these categories in the employee development plan for the coming year.

**MUST SHOW IMPROVEMENT; MSI** - Performance is below standard position requirements; improvement is expected (must provide specific examples in every instance where this evaluation is given). Any trait receiving this rating must be reelected (by number) in the employee development plan and goals and objectives for the next year.

Based upon the above standards every officer will submit his/her Career Development Report as follows:

1. Outstanding/Satisfactory
2. Could Show Improvement
3. Must Show Improvement

Factors to be considered:

Comments

**1. Personal Appearance:**

a) Do you conform to the acceptable level of personal grooming as required by department policy?

b) Do you keep physically fit and mentally alert to perform your assigned duties?

c) Does your personal appearance reflect credit upon yourself and upon the Amherst Police Department?

---

2. Personal Relationships:

a) Do you work together harmoniously and cooperatively with your supervisors and your fellow department members?

---

b) Do you accept constructive criticism from your supervisors in a positive manner, without defensiveness?

---

c) Do you exercise self control, patience, tact, and discretion in dealing with the public?

---

3. Personal Attitude:

a) Do you possess a strong, positive attitude toward the Amherst Police Department, your fellow officers, and the community you serve?

---

b) Do you strive for improvement?

---

c) Do you have an objective attitude in your approach to the police service and to the goals of the Amherst Police Department?

---

4. Personal Initiative:

a) Do you accept additional responsibility and take necessary police action without waiting for specific orders or instructions?

---

b) Do you submit appropriate recommendations or suggestions for the improvement of the department and the quality of police service?

---

c) Do you exhibit professional interest in new ideas or innovative methods for delivering police services?

---

5. Personal Judgment:

a) Do you make good decisions based upon mature thinking and sound police practices?

---

b) Do you solve police problems with a practical,

common sense approach that produces workable solutions?

c) Do you consider all factors logically, without confusion, even in stressful situations?

6. Professional Knowledge:

a) Do you have a good working knowledge of statutes, bylaws, and judicial decisions which relate to police duties?

b) Do you keep abreast of any changes or new developments in this area?

c) Do you clearly understand the role and function of a police officer in our society, and do you apply these principles in your

7. Communication Skills:

a) Do you possess the necessary skills to prepare clear, concise, legible, and informative reports?

b) Do you organize and express your thoughts and ideas clearly and logically, both verbally and in writing?

c) Do you have the ability to communicate effectively with your fellow officers?

d) Do you have the ability to communicate effectively with your supervisors?

e) Do you have the ability to communicate effectively with members of the public with whom you come in contact in the performance of your duties?

8. Quality of Service Provided:

a) Do you report for duty punctually and promptly to relieve the prior work shift?

b) Do you maintain a good attendance record and make judicious use of your sick leave benefits?

c) Do you respond diligently and effectively to requests for police service, without any unnecessary delay?

---

Assess your overall work performance during this review period:

Set your own self-development goals for the next year and describe below:

Officer's Signature

---

Date

Suggestions and Recommendations For the Improvement of the Amherst Police Department

### **SUPERVISOR'S CAREER DEVELOPMENT FORM**

In addition to the standard review form prepared by all officers, all supervisory personnel will complete and submit the following form:

1. Outstanding/Satisfactory
2. Could show Improvement
3. Must Show Improvement

---

Factors to be considered:

Comments

1. Leadership Qualities:

a) Ability to communicate departmental objectives to officers under your supervision and to motivate support for their accomplishment.

b) Ability to accept leadership responsibilities and to organize police personnel and resources to achieve maximum effectiveness.

c) Ability to create and maintain a cooperative relationship with department personnel and to provide all necessary advice and guidance.

d) Ability to initiate corrective measures before it is necessary for formal disciplinary action.

e) Ability to delegate authority to others to perform necessary police tasks and remain responsible for their successful completion.

## INTERVIEW WITH IMMEDIATE SUPERVISOR

Results of Interview:

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_ Agree \_\_\_\_ Disagree

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Signature of Chief

\_\_\_\_\_  
Date

## OFFICER'S COMMENTS ABOUT RESULTS OF INTERVIEW WITH IMMEDIATE SUPERVISOR

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_ Agree \_\_\_\_ Disagree

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Date

\_\_\_\_\_ I wish to speak with officer at next level of Supervision.

\_\_\_\_\_ I appeal result of interview to the Chief of Police.

## **Appendix C**

### **DRUG AND ALCOHOL POLICY**

#### **A. PURPOSE**

The Town and the Union recognize that Police Officer is a safety sensitive position, and that the Amherst Police Department must remain drug and alcohol free in order to accomplish its vital public safety mission. A Police Officer impaired by drugs or alcohol creates an unreasonable danger to his or her fellow officers, and to the public. In addition, drug and alcohol abuse impairs the health, well-being and productivity of the police department and its members. Consequently, the use of illegal drugs or abuse of alcohol cannot be tolerated.

In the event that an employee reports to work or at any point during his/her work shift and gives the appearance of or exhibits behaviors of, or in which there are reasonable grounds for believing or suspecting an employee may be under the influence of either alcohol or illegal drugs, as determined by the reasonable suspicion standard provided herein, the employee may be removed from duty and required to undergo drug and/or alcohol testing.

#### **B. PROHIBITED CONDUCT**

1. The following conduct shall constitute an offense under this Article.
  - a. The possession, use, transfer, manufacture or sale of any illegal drug.
  - b. The possession (not including personal vehicles) or use of alcohol during working hours, or while using Town vehicles or facilities.
  - c. Driving under the influence (while on duty) of alcohol or drugs.
  - d. Reporting to work with the metabolite of an illegal substance in the blood, with a blood alcohol level above 0.04, or impaired by drugs or alcohol.
2. Any employee who is convicted of a drug-related offense or driving while intoxicated must notify the Chief immediately, irrespective of whether the conduct occurred during working time.

#### **C. PROHIBITED DRUGS**

For the purposes of this Article, prohibited drugs include all substances included in Schedules I through III of the Controlled Substances Act (21 U.S.C. §812). Included among those drugs are marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines and methamphetamines. Possession of a controlled substance without a doctor's prescription or other legal authorization violates this article and may be illegal.

An employee who is taking a controlled substance under a valid prescription should check with his or her physician to ensure that the medication will not interfere with the employee's ability to work safely and efficiently. Any questions or doubts should be raised with the Chief. Abuse of validly obtained prescription drugs will be treated in the same manner as abuse of alcohol. Abuse of prescription drugs not validly obtained will be treated as abuse of illegal drugs.

#### **D. DRUG AND ALCOHOL TESTING**

1. Employees are required to submit to drug and/or alcohol testing in the following situations:

- a. **Reasonable Suspicion:**

When there is reasonable suspicion that an employee has reported to work or is working while impaired by drugs or alcohol, the Chief or designee will direct the employee to report for a drug and/or alcohol test. Reasonable suspicion shall be based upon objective facts obtained by the Department and rational inferences that may be drawn from those facts. Those facts will be recorded contemporaneously by whomever deems reasonable suspicion to exist. If the employee has information to rebut a finding of reasonable suspicion, the employee may present the evidence at the time of the accusation or prior to submitting to the test before the Town decides whether to direct him/her to take the test. The credibility and reliability of information obtained shall be weighed in determining the presence or absence of reasonable suspicion. The Chief or designee must so direct the employee no later than 72 hours after suspecting such impairment or use. The Town has the right to search for alcohol or drugs on Town owned or controlled premises, including in desks, tool boxes, vehicles (excluding personal vehicles), lockers, or in other containers on the premises that may conceal substances prohibited by this policy. During any such search one or more union members must be present.

- b. **Follow-up Testing:**

An employee who has violated the drug and alcohol policy, but has not been discharged, may be required to submit to follow-up testing for a period of one year. A program of follow-up testing will be set forth in writing and will continue for a set period of time. During a follow-up testing period, an employee will be subject to unannounced testing for drugs and/or alcohol.

- c. **Failure to Submit to Testing:**

A failure or refusal to submit to testing as outlined above, refusal to cooperate with the testing laboratory, or refusal to authorize the release of testing



results to the Town shall be treated as a positive test.

**2. Alcohol Testing Procedures:**

The Town will direct the employee to take an infrared breath test or report to a testing laboratory approved by the U.S. Department of Health & Human Services. For all alcohol testing, the officer will be tested utilizing the protective custody option on the machine. In the case of a blood test, blood will be drawn only by a qualified medical professional, in accordance with accepted medical standards. A breathalyzer test will be administered by a qualified operator. If administered by Amherst police personnel, it would be administered by an officer superior in rank, and may be administered on the premises of the Town (e.g., by the Amherst Police Department, or other law enforcement agency). The employee's blood alcohol level (if over the .04 level) shall be reported to the Chief immediately.

**3. Drug Testing Procedures:**

**a. Collection:**

An employee subject to drug testing will be directed in writing to report at a specified time to the testing laboratory. Collection of a urine sample will be supervised by qualified medical personnel, in accordance with the procedures established by the testing laboratory. A split sample will be retained. The samples will be properly sealed and labeled, in the employee's presence, to avoid contamination, tampering or confusion of samples. Employees reporting for a drug test should be prepared to produce a picture identification. If an employee has taken any prescription drugs, or has any other reason to believe that the test will result in a false positive, the employee must inform the testing laboratory before taking the test.

**b. Processing:**

Urine samples will be screened initially by an Immunoassay or comparable screening test, with positive results confirmed by gas Chromatography/Mass Spectrometry or a comparable confirmatory test. Testing will be performed in accordance with federal government standards, under the supervision of qualified medical and laboratory personnel employed by the testing laboratory. The laboratory will test all samples for the presence of marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines/methamphetamines.

**c. Reporting Results:**

The results of a drug or alcohol test will be reported verbally and in

writing to the Chief or the person he designates to receive those results. The testing laboratory will reveal to the designated official only whether the employee has received a result of negative for drugs or positive for drugs. The results of the drug test will be maintained in the strictest confidence by the Town and will not be disseminated except on a "need to know" basis.

**Positive Results.** Before a positive test is reported to the Town by the testing laboratory, the doctor who interprets the results ("Medical Review Officer") will consider whether the positive test result was caused by legal drug use (pursuant to a validly obtained prescription). The Medical Review Officer shall require that the employee produce any necessary written proof, and the employee shall authorize the Medical Review Officer to obtain further information from his or her health care providers. If the Medical Review Officer determines that the employee's explanation is medically corroborated by the test results (e.g., the substance identified in the test is contained in the prescribed drug) then the test will be reported to the Town as "negative". The laboratory will not provide to the Town any information it learns concerning prescription drugs that the employee is taking pursuant to a validly obtained prescription. If the Medical Review Officer is unable to obtain the employee's cooperation in order to make this determination, the positive result will be reported to the employer.

**d. The Testing Laboratory:**

The testing laboratory(s) shall be selected by the Town, and shall be certified by the Federal Government. The Town will notify the Union of the testing laboratory(s) to be utilized.

**E. ENFORCEMENT**

Ordinarily, a first time offender without a history of significant disciplinary infractions will be referred to an employee assistance program, but the Town reserves its legal rights to discipline up to and including discharge for serious offenses involving criminal conduct or other conduct resulting in physical harm to a person, physical damage to public or private property, or the like.

Except as stated above, any employee who violates this Article will be subject to discipline up to and including discharge. In an appropriate case, the Town, in its sole discretion, may retain an employee whose violation of this policy might otherwise warrant discharge under this agreement. In such a case, the employee's continued employment may be subject to certain conditions, which may include participation in a rehabilitation program and/or follow-up drug and alcohol testing. Any discipline imposed will be subject to the Town and Amherst Police League collective bargaining agreement, Article XXVIII, Section 28.01.

## **F. EMPLOYEE ASSISTANCE PROGRAM**

Any Town employee may receive assistance with treatment of a drug or alcohol dependency problem through the employee assistance program ("EAP"). Employees may voluntarily request such help or the Town may require participation in the EAP as a condition of continued employment. An employee's participation in the EAP is treated confidentially. Participation in any program or treatment through the EAP will not be disclosed to the Town without the participant's written permission. In cases where participation in the EAP is required as a condition of employment, the employee will be required to permit the Town to be informed only whether the employee is participating as required (i.e., keeping scheduled appointments).